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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Antoinette Harris and Jasmine Roebuck,
Individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

Republic Services, Inc., Republic
Services Customer Resource Center
West, LLC, and Republic Services
Customer Resource Center East, LLC,

Arizona Corporations,

Defendants.

No. _____

**COLLECTIVE AND CLASS ACTION
COMPLAINT AND DEMAND FOR
JURY TRIAL**

Plaintiffs’ FLSA claims are asserted as a collective action under Section 16(b) of the FLSA while their state law claims are asserted as a class action under Federal Rule of Civil Procedure 23(b)(3) (“Rule 23”).

1. This is a collective action to recover overtime wages and liquidated damages brought pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201–19, and a class action pursuant to the state law of Arizona.

2

1 limitation through the final disposition of this matter and have not been paid for all hours
2 worked nor the correct amount of overtime in violation of state and federal law.

3 3. Specifically, Defendants have enforced uniform company-wide policies
4 wherein they improperly required (and continues to require) their hourly call-center
5 employees—Plaintiffs and the Putative Class Members—to perform work off-the-clock and
6 without pay.
7

8 4. Defendants' illegal company-wide policies have caused Plaintiffs and the
9 Putative Class Members to have hours worked that were not compensated and further
10 created a miscalculation of their regular rate(s) of pay for purposes of calculating their
11 overtime compensation each workweek.
12

13 5. Although Plaintiffs and the Putative Class Members have routinely worked in
14 excess of forty (40) hours per workweek, Plaintiffs and the Putative Class Members have not
15 been paid overtime of at least one and one-half their regular rates for all hours worked in
16 excess of forty (40) hours per workweek.
17

18 6. Defendants have knowingly and deliberately failed to compensate Plaintiffs
19 and the Putative Class Members for all hours worked each workweek on a routine and
20 regular basis during the relevant time periods.
21

22 7. Plaintiffs and the Putative Class Members did not, and currently do not,
23 perform work that meets the definition of exempt work under the FLSA or the state law of
24 Arizona.
25

26 8. Plaintiffs and the Putative Class Members seek to recover all unpaid overtime,
27 liquidated damages, and other damages owed under the FLSA as a collective action pursuant
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1 to 29 U.S.C. § 216(b), and to recover all damages owed under their Arizona state-law claims
2 as a class action pursuant to Rule 23.

3 9. Plaintiffs pray that all similarly situated workers (Putative Class Members) be
4 notified of the pendency of this action to apprise them of their rights and provide them an
5 opportunity to opt-in to this lawsuit.
6

7 10. Plaintiffs also pray that the Rule 23 class is certified as defined herein, and that
8 Plaintiff Harris designated herein be named as Class Representative for the Arizona Class.
9

10 **II.** 11 **THE PARTIES**

12 11. Plaintiff Antoinette Harris (“Harris”) was jointly employed by Republic
13 Services, Inc. and Republic Services Customer Resource Center West, LLC, in Arizona
14 during the relevant time period. Plaintiff Harris did not receive compensation for all hours
15 worked or the correct amount of overtime compensation for all hours worked in excess of
16 forty (40) hours per workweek.¹
17

18 12. Plaintiff Jasmine Roebuck (“Roebuck”) was jointly employed by Republic
19 Services, Inc. and Republic Services Customer Resource Center East, LLC in North Carolina
20 during the relevant time period. Plaintiff Roebuck did not receive compensation for all hours
21 worked or the correct amount of overtime compensation for all hours worked in excess of
22 forty (40) hours per workweek.²
23
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25
26 ¹ The written consent of Antoinette Harris is hereby attached as Exhibit “A.”

27 ² The written consent of Jasmine Roebuck is hereby attached as Exhibit “B.”
28

1 13. The FLSA Collective Members are those current and former hourly call-center
2 employees who were employed by Defendants at any time from March 21, 2016 through the
3 final disposition of this matter, and have been subjected to the same illegal pay system under
4 which Plaintiffs worked and was paid.
5

6 14. The Arizona Class Members are those current and former hourly call-center
7 employees who were employed by Defendants at any time from March 21, 2018 through the
8 final disposition of this matter, and have been subjected to the same illegal pay system under
9 which Plaintiff Howard worked and was paid.
10

11 15. Defendant Republic Services, Inc. (“Republic”) is a foreign for-profit
12 corporation and may be served through its registered agent for service of process, **C T**
13 **Corporation System, 3800 North Central Avenue, Suite 460, Phoenix, Arizona 85012.**
14

15 16. Defendant Republic Services Customer Resource Center West, LLC
16 (“Republic CRC West”) is a foreign for-profit company and may be served through its
17 registered agent for service of process, **C T Corporation System, 3800 North Central**
18 **Avenue, Suite 460, Phoenix, Arizona 85012.**
19

20 17. Defendant Republic Services Customer Resource Center East, LLC.
21 (“Republic CRC East”) is a foreign for-profit company and is not registered with the
22 Arizona Corporation Commission. Defendant Republic CRC East may be served through
23 the Arizona Corporation Commission—Records Section at 1300 W. Washington St,
24 Phoenix, Arizona 85007, pursuant to the Arizona Long Arm statute. *See* Ariz. R. Civ. P. 4.2.
25 Plaintiffs therefore request the Arizona Corporation Commission to serve Defendant
26
27
28

1 Republic CRC East through its registered agent for service of process, The **Corporation**
2 **Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.**

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4
5 **III.**
6 **JURISDICTION AND VENUE**

7 18. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C.
8 § 1331 as this is an action arising under 29 U.S.C. §§ 201–19.

9 19. This Court has supplemental jurisdiction over the additional state law claim
10 pursuant to 28 U.S.C. § 1367.

11 20. This Court has personal jurisdiction over all Defendants because they
12 maintain their principal offices within this District and Division.

13 21. Venue is proper in the District of Arizona because this is a judicial district
14 where a substantial part of the events or omissions giving rise to the claim occurred.

15 22. Specifically, Defendants have maintained a working presence throughout the
16 State of Arizona (and the United States), and Plaintiff Harris worked for Republic and
17 Republic CRC West in Chandler, Arizona throughout her employment with Defendants, all
18 of which is located within this District.

19 23. Venue is therefore proper in this Court pursuant to 28 U.S.C. § 1391(b).

20
21 **IV.**
22 **ADDITIONAL FACTS**

23 24. Republic is an industry leader in U.S. recycling and non-hazardous solid waste
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1 and services over 14 million customers.³

2 25. To that end, Republic utilizes Call-Center Employees to work at its Customer
3 Resource Centers across the United States.

4 26. Through the use of three subsidiary entities—Republic Services Customer
5 Resource Center East, LLC; Republic Services Customer Resource Center Central, LLC; and
6 Republic Services Customer Resource Center West, LLC—Republic assists its customers
7 and provides necessary customer support for its waste disposal services.
8

9 27. As Call-Center Employees, Plaintiffs and the Putative Class Members' job
10 duties consisted of answering incoming calls from Republic's customers and providing
11 support pertaining to routine customer inquiries, requests and complaints.⁴
12

13 28. At all times, on information and belief, Republic Services, Inc. maintained
14 direct operational control of its subsidiary Customer Resource Centers and determined their
15 compensation policies, controlled the number of hours Plaintiffs and the Putative Class
16 Members worked, maintained the time-keeping systems at issue, and provided payroll
17 services for Plaintiffs and the Putative Class Members.
18

19 29. Further, on information and belief, Republic Services, Inc. was ultimately
20 responsible for decisions relating to hiring and firing and also recruited individuals to work
21 for Republic Services directly through its website—holding itself out as the direct employer
22 for Plaintiffs and the Putative Class Members.
23
24

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26
27 ³ <http://republicservices.jobs/ShowJob/Id/550564/Customer-Service-Associate/>

28 ⁴ *See id.*

1 30. Accordingly, Republic Services, Inc. was Plaintiffs and the Putative Class
2 Members joint employer with its subsidiary entities—Republic Services Customer Resource
3 Center West, LLC and Republic Services Customer Resource Center East, LLC.

4 31. Plaintiff Harris was employed by Defendants as a Customer Service Associate
5 in Chandler, Arizona from approximately March 2018 through May 2018.

6 32. Plaintiff Roebuck was employed by Defendants as a Sales Consultant in
7 Charlotte, North Carolina from approximately October 2016 through October 2018.

8 33. Plaintiffs and the Putative Class Members are non-exempt call-center
9 employees who were (and are) paid by the hour.

10 34. Plaintiffs and the Putative Class Members typically worked approximately
11 forty (40) “on-the-clock” hours per week.

12 35. In addition to their forty (40) “on-the-clock” hours, Plaintiffs and the Putative
13 Class Members often worked more than two (2) hours “off-the-clock” per week and have
14 not been compensated for that time.

15 36. Plaintiffs and the Putative Class Members have not been compensated for all
16 the hours they worked for Defendants as a result of Defendants’ corporate policy and
17 practice of requiring its hourly call-center employees to clock-in only when ready to take
18 their first call.

19 37. Specifically, Plaintiffs and the Putative Class Members were required to start
20 and log in to their computers, open and log in to Defendants’ programs—all of which can
21 take up to fifteen minutes—before they are able to make their first phone call at the official
22 start of their shift.

1 38. During this start up time, Plaintiffs and the Putative Class Members were not
2 compensated although they were expected to have completed this process in advance of
3 their official start times.

4
5 39. As such, Defendants required (and continue to require) that Plaintiffs and the
6 Putative Class Members perform these start up tasks “off-the-clock” (and without pay)
7 before their official shift begins.

8
9 40. Defendants further required Plaintiffs and the Putative Class Members to
10 complete any call that they were handling at the end of their shift, even if that call continued
11 past their scheduled shift. Despite requiring that Plaintiffs and the Putative Class Members
12 continue providing necessary services to their customers, Defendants refused to compensate
13 Plaintiffs and the Putative Class Members for this time.

14
15 41. As a result of Defendants’ corporate policies and practices requiring Plaintiffs
16 and the Putative Class Members to perform their computer start up tasks before clocking in
17 for work, and requiring them to continue working past the end of their scheduled shift while
18 off-the-clock, Plaintiffs and the Putative Class Members have not been compensated for all
19 hours worked, including all worked in excess of forty (40) in a workweek at the rates
20 required by the FLSA.

21
22 42. Defendants have employed other individuals who perform(ed) the same or
23 similar job duties under the same pay provisions as Plaintiffs.

24
25 43. Defendants are aware of their obligation to pay overtime for all hours worked
26 and the proper amount of overtime for all hours worked in excess of forty (40) each week,
27 but have failed to do so.
28

1 **ALL HOURLY CALL-CENTER EMPLOYEES WHO WERE**
2 **EMPLOYED BY REPUBLIC SERVICES, INC. AND/OR**
3 **REPUBLIC SERVICES CUSTOMER RESOURCE CENTER WEST,**
4 **LLC OR REPUBLIC SERVICES CUSTOMER RESOURCE**
5 **CENTER EAST, LLC, AT ANY TIME FROM MARCH 21, 2016**
6 **THROUGH THE FINAL DISPOSITION OF THIS MATTER.**
7 **(“FLSA Collective” or “FLSA Collective Members”).**

8 49. At all times hereinafter mentioned, Defendants have been employers within
9 the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

10 50. At all times hereinafter mentioned, Defendants have been an enterprise within
11 the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

12 51. At all times hereinafter mentioned, Defendants have been an enterprise
13 engaged in commerce or in the production of goods for commerce within the meaning of
14 Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has had employees
15 engaged in commerce or in the production of goods for commerce, or employees handling,
16 selling, or otherwise working on goods or materials that have been moved in or produced
17 for commerce by any person, or in any closely related process or occupation directly
18 essential to the production thereof, and in that that enterprise has had, and has, an annual
19 gross volume of sales made or business done of not less than \$500,000.00 (exclusive of
20 excise taxes at the retail level which are separately stated).

21 52. During the respective periods of Plaintiffs and the FLSA Collective Members’
22 employment by Defendants, these individuals have provided services for Defendants that
23 involved interstate commerce for purposes of the FLSA.

24 53. In performing the operations hereinabove described, Plaintiffs and the FLSA
25 Collective Members have been engaged in commerce or in the production of goods for
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1 commerce within the meaning of §§ 203(b), 203(i), 203(j), 206(a), and 207(a) of the FLSA. 29
2 U.S.C. §§ 203(b), 203(i), 203(j), 206(a), 207(a).

3 54. Specifically, Plaintiffs and the FLSA Collective Members are non-exempt
4 hourly call-center employees of Defendants who assisted Defendants' customers who live
5 throughout the United States. 29 U.S.C. § 203(j).

7 55. At all times hereinafter mentioned, Plaintiffs and the Putative Class Members
8 have been individual employees who were engaged in commerce or in the production of
9 goods for commerce as required by 29 U.S.C. §§ 206–07.

11 56. The proposed class of similarly situated employees, i.e. putative class
12 members, sought to be certified pursuant to 29 U.S.C. § 216(b), is defined in Paragraph 48.

14 57. The precise size and identity of the proposed class should be ascertainable
15 from the business records, tax records, and/or employee and personnel records of
16 Defendants.

17 **B. FAILURE TO PAY WAGES AND OVERTIME UNDER THE FLSA**

19 58. Defendants have violated provisions of Sections 6, 7 and 15 of the FLSA, 29
20 U.S.C. §§ 206–07, and 215(a)(2) by employing individuals in an enterprise engaged in
21 commerce or in the production of goods for commerce within the meaning of the FLSA for
22 workweeks longer than forty (40) hours without compensating such non-exempt employees
23 for all of the hours they worked in excess of forty (40) hours per week at rates at least one
24 and one-half times the regular rates for which they were employed.
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1 59. Moreover, Defendants knowingly, willfully, and with reckless disregard carried
2 out their illegal pattern of failing to pay Plaintiffs and other similarly situated employees the
3 proper amount of overtime compensation for all hours worked. 29 U.S.C. § 255(a).

4 60. Defendants are sophisticated parties and employers, and therefore knew (or
5 should have known) their pay policies were in violation of the FLSA.

6 61. Plaintiffs and the FLSA Collective Members, on the other hand, are (and
7 were) unsophisticated employees who trusted Defendants to pay them according to the law.

8 62. The decisions and practices by Defendants to not pay for all hours worked
9 and the proper amount of overtime for all hours worked were neither reasonable nor in
10 good faith.

11 63. Accordingly, Plaintiffs and the FLSA Collective Members are entitled to be
12 paid overtime wages for all hours worked in excess of forty (40) hours per workweek
13 pursuant to the FLSA in an amount equal to one-and-a-half times their regular rate of pay,
14 plus liquidated damages, attorneys' fees and costs.

15 **C. COLLECTIVE ACTION ALLEGATIONS**

16 64. All previous paragraphs are incorporated as though fully set forth herein.

17 65. Pursuant to 29 U.S.C. § 216(b), this is a collective action filed on behalf of all
18 of Defendants' employees who have been similarly situated to Plaintiffs with regard to the
19 work they performed and the manner in which they have not been paid.

20 66. Other similarly situated employees of Defendants have been victimized by
21 Defendants' patterns, practices, and policies, which are in willful violation of the FLSA.

22 67. The FLSA Collective Members are defined in Paragraph 48.

1 68. Defendants' failure to pay Plaintiffs and the Putative Class Members for all
2 hours worked and overtime compensation at the rates required by the FLSA, results from
3 generally applicable policies and practices of Defendants and does not depend on the
4 personal circumstances of Plaintiffs or the FLSA Collective Members.
5

6 69. Thus, Plaintiffs experiences are typical of the experiences of the FLSA
7 Collective Members.
8

9 70. The specific job titles or precise job requirements of the various FLSA
10 Collective Members do not prevent collective treatment.

11 71. All of the FLSA Collective Members—regardless of their specific job titles,
12 precise job requirements, rates of pay, or job locations—are entitled to be paid for all hours
13 worked and at the proper overtime rate for all hours worked in excess of forty (40) hours per
14 workweek.
15

16 72. Although the issues of damages may be individual in character, there is no
17 detraction from the common nucleus of liability facts.
18

19 73. Absent a collective action, many members of the proposed FLSA collective
20 likely will not obtain redress of their injuries and Defendants will retain the proceeds of its
21 rampant violations.
22

23 74. Moreover, individual litigation would be unduly burdensome to the judicial
24 system. Concentrating the litigation in one forum will promote judicial economy and parity
25 among the claims of the individual members of the classes and provide for judicial
26 consistency.
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1 82. Plaintiff Harris and other Arizona Class Members were not (and currently are
2 not) exempt from receiving overtime benefits under the Arizona Act.

3 83. Plaintiff Harris and the Arizona Class Members worked more than forty (40)
4 hours in workweeks during times relevant to this complaint, however, Defendants violated
5 the Arizona Act by failing to pay Plaintiff Harris and other Arizona Class Members for all of
6 the hours they worked on its behalf, and for failing to pay the correct amount of overtime
7 for all hours worked over forty (40) per week. *See* A.R.S. § 25-350(7), 351(c).
8

9 84. Plaintiff Harris and the Arizona Class Members have suffered damages and
10 continue to suffer damages as a result of Defendants' acts or omissions as described herein;
11 though Defendants are in possession and control of necessary documents and information
12 from which Plaintiff Harris would be able to precisely calculate damages.
13

14 85. The Arizona Act provides that Plaintiff Harris and the Arizona Class
15 Members are entitled to recover treble, or three times, the amount of their unpaid wages. *See*
16 A.R.S. § 25-355(A).
17

18 86. In violating the Arizona Act, Defendants acted willfully, without a good faith
19 basis and with reckless disregard of clearly applicable Arizona law.
20

21 87. The proposed class of employees, i.e. putative class members sought to be
22 certified pursuant to the Arizona Act, is defined in Paragraph 77.
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24 88. The precise size and identity of the proposed class should be ascertainable
25 from the business records, tax records, and/or employee or personnel records of
26 Defendants.
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C. ARIZONA CLASS ALLEGATIONS

89. Plaintiff Harris brings her Arizona claims as a class action pursuant to Rule 23 on behalf of all similarly situated individuals employed by Defendants to work in Arizona at any time since March 21, 2018.

90. Class action treatment of Plaintiff Harris and the Arizona Class Members' claims is appropriate because, as alleged below, all of Rule 23's class action requisites are satisfied.

91. The number of Arizona Class Members is so numerous that joinder of all class members is impracticable.

92. Plaintiff Harris is a member of the Arizona Class, her claims are typical of the claims of the other Arizona Class Members, and she has no interests that are antagonistic to or in conflict with the interests of other class members.

93. Plaintiff Harris and her counsel will fairly and adequately represent the Arizona Class Members and their interests.

94. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because common questions of law and fact predominate over questions affecting only individual class members and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

95. Accordingly, the Arizona Class should be certified as defined in Paragraph 77.

**VI.
RELIEF SOUGHT**

96. Plaintiffs respectfully pray for judgment against Defendants as follows:

1 a. For an Order certifying the FLSA Collective as defined in Paragraph 48
2 and requiring Defendants to provide the names, addresses, e-mail addresses, telephone
3 numbers, and social security numbers of all putative collective action members;

4 b. For an Order certifying the Arizona Class as defined in Paragraph 77
5 and designating Plaintiff Harris as Class Representative of the Arizona Class;

6 c. For an Order approving the form and content of a notice to be sent to
7 all putative FLSA Collective Members advising them of the pendency of this litigation and of
8 their rights with respect thereto;
9

10 d. For an Order pursuant to Section 16(b) of the FLSA finding
11 Defendants liable for unpaid back wages due to Plaintiffs (and those FLSA Collective
12 Members who have joined in the suit), civil penalties, and for liquidated damages equal in
13 amount to the unpaid compensation found due to Plaintiffs (and those FLSA Collective
14 Members who have joined in the suit);
15

16 e. For an Order pursuant to Arizona law awarding Plaintiff Harris and
17 the Arizona Class Members unpaid wages and other damages allowed by law;
18

19 f. For an Order awarding the costs and expenses of this action;

20 g. For an Order awarding attorneys' fees;

21 h. For an Order awarding pre-judgment and post-judgment interest at the
22 highest rates allowed by law;
23

24 i. For an Order awarding Plaintiffs Harris and Roebuck a service award
25 as permitted by law;
26
27
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1 j. For an Order compelling the accounting of the books and records of
2 Defendants, at Defendants' expense; and

3 k. For an Order granting such other and further relief as may be
4 necessary and appropriate.
5

6 DATED this 21st day of March, 2019.
7

8 LUBIN & ENOCH, P.C.
9 ANDERSON ALEXANDER, PLLC

10 By: /s/ Nicholas J. Enoch
11 Nicholas J. Enoch

12 Attorneys for Plaintiffs and the Putative Class
13 Members
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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all questions raised by the foregoing complaint.

DATED this 21st day of March, 2019.

LUBIN & ENOCH, P.C.
ANDERSON ALEXANDER, PLLC

By: /s/ Nicholas J. Enoch
Nicholas J. Enoch

Attorneys for Plaintiffs and the Putative Class
Members

CERTIFICATE OF SERVICE

I hereby certify that on the March 21, 2019, I electronically transmitted the attached Complaint and Jury Demand to the Clerk's Office using the ECF System for filing.

/s/ Nicholas J. Enoch
Nicholas Enoch